

WHITEPARISH MEMORIAL TRUST

(Registered Charity Number 282528)

HIRING AGREEMENT RELATING TO THE MEMORIAL CENTRE

At Common Road Whiteparish SP5 2SU

A: This agreement is made onbetween the Trustees of Whiteparish Memorial Trust (Registered Number 282528) and the Hirer named below, subject to the Conditions detailed in Part B and any relevant Special Conditions in Part C.

DATE OF HIRE		
SPACE TO BE HIRED		
TIME:	From:	To:
HIRER		
ADDRESS		
Tel Number:		
E/mail:		
PURPOSE OF HIRE		
HIRING FEE <i>Payment by bank transfer preferred to Whiteparish Memorial Trust: Lloyds Bank - Sort Code 30 97 41 account number 58634260</i>		

B: STANDARD CONDITIONS OF HIRE:

(If the Hirer is in any doubt as to the meaning of the following, then the Trustees Authorised Representative should be consulted immediately.)

The Hirer agrees with the Trustees to observe and perform the following provisions together with any special conditions set out in the Schedule below Section C.

- 1) **THE HIRER** shall during the period of the hiring be responsible for supplying sufficient number of attendants and stewards for the efficient supervision of the premises and for its safety; for the preservation of order on or in the premises or the vicinity of the premises and the behaviour of all persons using the premises whatever their capacity including proper supervision of car-parking arrangements, so as to maintain access for emergency vehicles and to avoid obstruction of the highway.
- 2) **THE HIRER** shall during the period of the hiring be responsible for the care and safety of the fabric and contents of the premises, to protect from damage, however slight or change of any sort.
- 3) **THE HIRER** shall not use the premises for any purpose other than the permitted use disclosed in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for unlawful purpose or in any unlawful way; nor do anything to injure the reputation of the premises or offend against the statutes, regulations of Whiteparish Parish Council or Wiltshire Council or any other local public authority; nor bring onto the premises anything which may endanger the same or make void any insurance policies concerning the Memorial Ground or the Memorial Centre building.
- 4) **THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Magistrates Court or otherwise.
- 5) **THE HIRER** shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- 6) **THE HIRER** shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. The preparation and consumption or selling of food **will not be covered by the Trustees Liability insurance.** Any such activity should therefore be covered by the Hirers insurance or otherwise entirely at the risk of the Hirer or those attending the Hirers event.
- 7) **THE HIRER** is responsible for leaving the kitchen in a clean and tidy fashion, with no food residue or spills and all crockery, cutlery and glasses safely put away. The Hirer is responsible for removing all food waste from the building. The Hirer is also responsible for providing their own tea towels to dry crockery, cutlery and glasses.

- 8) The Trustees understand their responsibilities under the Licensing Act 2003 and have offered guidance to the Hirer. A copy of the Premises Licence Summary is available for inspection at the Memorial Centre and the Premises Licence will be made available for inspection as a paper or electronic copy on request .
- 9) **IF THE HIRER** wishes to sell alcohol on the premises a request to do so must be made to the Trustees in advance of the event. The Trustees reserve the right to refuse the Hirer's request to sell alcohol on the premises. The Hirer shall not permit the sale of alcohol on the premises without the written permission of the Trustees.

In the event the Trustees give permission, EITHER:

1. the Hirer may sell alcohol under the Memorial Centre Premises Licence ("the Premises Licence") subject to the following conditions:
 - a. Payment of an administration fee of £15
 - b. Designation of a Responsible Person subject to the approval of the Trustees
 - c. Adherence to the terms of the Premises Licence and guidance notes provided by the Trustees.
 - d. Compliance with the requirements of the Licensing Act 2003.

OR:

2. the Hirer must apply for in good time and be granted a licence to sell alcohol via a Temporary Event Notice (TEN). The application must be made to Wiltshire Council (The Licensing Authority) and copied to the Divisional Licensing Officer of Wiltshire Police.

- 10) The serving of alcohol must cease in accordance with the conditions of the applicable Premises Licence or TEN and to ensure the building is completely vacated by 22:30 on Sunday to Thursday, inclusive and by 23:59 on Friday and Saturday.
- 11) **THE HIRER** shall ensure that, should live or recorded music or film be used in their event or activity, the appropriate film and music performance licences are obtained from Filmbankmedia, the Motion Picture Licensing Company (MPLC), the Performing Rights Society (PRS) or the Phonographic Performance Limited (PPL) as appropriate. The centre **does not** have a premises licence for music. A PRS licence is required for music in a film soundtrack.
- 12) **THE HIRER** shall ensure that any person involved in activities that include children, young people or vulnerable adults has undergone the relevant DBS checks. Individual hirers should be aware of their responsibilities for a duty of care for children and young people attending events in the the Memorial Centre and its grounds.

- 13) THE HIRER** shall ensure that no animals, including birds (except guide-dogs or other 'assisted living' dogs) are brought into the building, unless by exceptional agreement with the Trustees. No animals whatsoever (including guide-dogs) can be taken into the kitchen at any time.
- 14) THE HIRER** shall ensure that any electrical or gas appliances brought by them onto the premises, shall be PAT tested to ensure they are in good working order, compliant with current safety standards and should be used in a safe manner. **THE HIRER** shall also ensure that all electrical or gas appliances brought on to the premises by other suppliers such as bands, discos, and caterers have been PAT tested with appropriate valid certification. If requested by Trustees, these certificates must be produced for verification. Such appliances should be covered by the covered by the Hirers insurance or otherwise entirely at the risk of the Hirer or those attending the Hirers event.
- 15) THE HIRER** shall ensure that no 'highly flammable' substances, gas cylinders or candles are brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the prior consent of the Trustees.
- 16) THE HIRER** shall indemnify the Trustees by insurance against all losses, claims, demands, actions, proceedings, damages or costs to any part of the premises – including all of the grounds and the curtilage of the Memorial Ground; the contents of any building, or expenses or other liability arising in any way from this Agreement or any breach of any of the obligations on the part of the Hirer contained in this Schedule.
- 17) THE TRUSTEES** will not in any circumstances accept responsibility or liability in respect of any damage or loss of any goods, articles or property of any kind brought onto the premises; left at the premises or left with any Trustee or employee of the Trust.
- 18) IF THE HIRER** wishes to cancel the booking within 28 days of hiring, repayment of the hiring fee and any deposit, shall be at the discretion of the Trustees.
- 19) Where THE HIRER** is given unsupervised access to the building and facilities by the loan by the Trustees of one or more keys a deposit for the key(s) and to cover any damage shall be payable at the same time as the hire charge. Any such deposit shall be returned to the Hirer when the key(s) are returned to the Trustees.
- 20) THE TRUSTEES** reserve the right to levy a further deposit, payable at the same time as the hire charge.
- 21) THE TRUSTEES** give no warranty that buildings or grounds are legally or physically fit for any specific purpose other than which they are hired. In any and every specific event of the buildings or grounds or any part of them being deemed unfit by the Hirer or the Hirer's professional or regulatory body, the Trustees shall refund the hire fee providing at least

two weeks' notice is given, and will not be liable to the Hirer for any resulting loss or damage whatsoever

- 22) **TRUSTEES** reserve the right to cancel the hiring of any part of the Memorial Centre, in the event of the building being required for use as a Polling Station for a Parliamentary, European or Local Government election. In this case, the hirer will be entitled to a full refund of any hiring fee or deposit already paid.
- 23) **THE HIRER** shall ensure that the minimum of noise is made on arrival and departure, respecting the neighbours of the Memorial Centre. The building must be completely vacated by 22:30 on Sundays to Thursday, inclusive and by 23:59 on Friday and Saturday.
- 24) **AT THE END OF THE HIRING, THE HIRER** shall be responsible for leaving the premises and surrounding areas in a clean and tidy condition; with any contents temporarily removed from their usual positions cleaned as necessary and properly replaced otherwise the Trustees shall be at liberty to make an additional charge. The Hirer shall remove all rubbish, bottles, waste or debris and the like, resulting from the hiring. In the event that additional cleaning is required due to the failure of the hirer to leave the premises and surrounding areas clean and tidy, the cost, £15 per hour required with a minimum of £30, will be passed to the hirer and use of the facilities suspended until this additional fee is paid to the Trust in full.
- 25) **THE HIRER** – not being a person under the age of eighteen years, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present; and assuring that all Conditions of licences, consents or permissions as are required relating to management and provision of the premises are met.
- 26) **THE TRUSTEES, POLICE OR THEIR AGENTS** shall have the right of entry at any time during the hire. Trustees reserve the right to terminate any entertainment or meeting not properly conducted in accordance with the conditions of hire.
- 27) **THE HIRER must pay the hire fee in full** at least one week before the hire date. Trustees reserve the right to cancel future booking if Payment is not made by due date. Payment by bank transfer preferred to
**Whiteparish Memorial Trust: Lloyds Bank - Sort Code 30 97 41
account number 58634260**
- 28) **THE HIRER** is responsible at the time of hire for making the Trust aware if any exclusive use of the whole of the premises that is both Cowesfield and Main Hall, or equipment, such as tables, stage or catering items, is required.

C: SCHEDULE OF SPECIAL CONDITIONS - as appropriate

- 1) **THE HIRER** shall arrange all insurance cover as defined by the appropriate sport's governing body, federation or league and if requested by Trustees, produce a certified copy of the insurance policy and confirmation that the premium has been paid to date.
- 2) **THE HIRER** shall consider provision of the following:
 - a. Instruction of competent persons on duty as to their essential responsibilities in the event of fire or other emergencies including attention to disabled persons and the importance of keeping all exits to the building and grounds free from obstruction.
 - b. Insurance cover in respect of any specific exceptional activities.
- 3) The Trust publish a read only calendar on the village web site. Should **THE HIRER** require privacy this must be requested at the time of booking.
- 4) When hiring any or all of the audio-visual equipment:
 - a. It is the responsibility of **THE HIRER** to ensure that they are conversant with the equipment, its operation, connections and compatibility with any presentation sources belonging to **THE HIRER**. Some connecting leads are provided but **THE HIRER** must check that these are suitable for connection with their own equipment or provide their own.
 - b. A printed copy of the basic operating instructions is left with the projector and sound system. PDF copies of these are available on request.
 - c. **THE HIRER** must check all these details in advance and ensure that the equipment to be hired is adequate for the intended purpose. An appointment can usually be made with one of the trustees or volunteer caretaker to go over the connection and operation of the equipment well ahead of the date of hire. At the time of hire the equipment will be made available but other assistance will not normally be provided.

SIGNED BY: THE HIRER **DATE:**

AND ON BEHALF OF TRUSTEES OF WHITEPARISH MEMORIAL TRUST

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